

TERMS AND CONDITIONS

The New Zealand Institute of Safety Management (NZISM, we, us, our) has standard terms and conditions which apply to our offering to members and others.

These terms and conditions apply to your:

- enrolment in a learning course held by NZISM, and
- attendance at an event held by NZISM,

It is your responsibility to review these terms and conditions prior to registration.

By signing up for an event, educational or learning course you agree to these terms and conditions. We reserve the right to amend these terms and conditions at any time and will provide the most recent version on our website.

If any provision of these terms and conditions is deemed invalid or unenforceable, all or part of that provision will be severed from the terms and conditions and will not affect the enforceability of the remaining provisions of the terms and conditions. These terms and conditions are governed by the laws of New Zealand.

All prices are inclusive of GST. All payments are made in New Zealand dollars (NZD) and can be made using the following methods: Credit Card (Visa and Mastercard), or via Direct Deposit. Bank Account Name: New Zealand Institute of Safety Management: 03-0531-0268604-00

Privacy notice

NZISM is concerned with the protection of your privacy. NZISM collects and stores your personal information in accordance with the privacy principles contained in the Privacy Act 2020 for the purposes of providing membership services, education, and training programs, and to manage our relationship with you. You consent to us collecting, holding, using, and disclosing your information outlined in the NZISM Privacy Policy.

General

Payment

Payment in full is required 7 days from the date of registration, or one week prior to the commencement date of the event or course, whichever occurs first. If registering within 1 week of the event or course, payment is required immediately. Anyone that has not completed payment will not be on the registration list and will not be admitted to the course or event or receive their link to the online platform.

Early Bird registration

Payment for events and courses must be finalised prior to the end of the early bird period or you will have to pay standard registration fees.

Invoices

When you complete your registration, you can pay immediately via credit card or request an invoice. Payment receipts can be accessed via the NZISM website. NZISM's requires payment for events and courses in 7 days from date of issue or one week prior to the close of enrolment/registration, whichever is earlier.

Costs incurred by NZISM in processing fees

All external costs incurred by NZISM in the processing of fees will be charged back to you (including, but not limited to, related bank charges).

Discounts

Most of NZISM's major events offer a discounted member rate while some also offer group rates if multiple delegates register from the same organisation. Check each event registration page for available options.

Promotional offers are exclusive and are non-transferable. Delegates are entitled to one discount per registration.

Registration

NZISM member registration rates are not transferable to non-NZISM Members. By selecting a member registration rate, you represent that you are a current financial member of NZISM, and that the registration is made in the NZISM member's name only. A breach of this may result in a cancellation of the product, service, or your NZISM membership.

Your registration for an event or course is not finalised until payment is received. If you do not receive a confirmation email within 24 hours, please email <u>events@nzism.org</u> to confirm that your registration has been received. Where places are limited in an event or course, they will be allocated on a strictly 'first in' payment basis. In the event that no space is available, you will be notified immediately.

Substitutions

Should you be unable to attend, you may send a substitute in your place. NZISM must be notified of all substitutions prior to the commencement of the event or course. (See above relating to non-member and member registration rates.) By providing a substitute, you are confirming that they have read and agree to our terms and conditions.

Sharing registrations

One registration may not be used or shared by several individuals.

Promotional offers and discounted registrations

Any promotional offers are exclusive and are non-transferable. Delegates are entitled to one discount per person.

Special dietary/physical requirements

Special dietary/physical requirements will be catered for if requested before 14 days prior to the event. Please indicate any special requirements during registration or contact <u>events@nzism.org</u> with your specifications. Special dietary requests on the day cannot be guaranteed.

Refunds and cancellation by you

If you cannot attend an event due to extenuating circumstances and a substitute is not a viable option for you, please contact <u>events@nzism.org</u> with supporting information and we will consider your request for a refund.

Cancellations must be received in writing 7 days prior to the event or course date. No refunds will be given after the 7 days unless required under applicable consumer law.

Refunds will be issued in accordance with the following timeline:

Cancellation	Refund
30 days or more prior to the event	100% of registration fee
Between 29 and 14 days prior to the event	50% of registration fee
Between 13 and 7 days prior to the event	25% of registration fee
Less that 7 days prior to the event	No refund available

We incur many of our costs for holding events upfront and these are often non-recoverable. As such, refunds for cancellation over and above these rates are issued at NZISM's sole discretion.

Cancellation by us

Sometimes our courses/events are cancelled, varied, rescheduled, or postponed.

We are not responsible for airline tickets, hotel costs, other tickets or payments, or any similar fees, penalties or losses, costs or expenses the registrant may incur or has incurred because of any cancellations or changes.

Notification

We will use reasonable endeavours to notify registrants of a cancellation, variation, rescheduling, or postponement by sending an email to the address provided to us by the registrant and placing a notification on the relevant NZISM webpage.

Sole remedy

To the extent permitted by law, any refund issued will be your sole remedy for a postponement or cancellation of an event/course, and NZISM will have no further liability to you in respect of any cancellation, variation, rescheduling or postponement for any reason.

Limitation of Liability

To the extent permitted by law, we exclude all conditions and warranties relating to your registration for an NZISM event or course. Where NZISM's liability cannot be excluded, such as in relation to the Consumer Guarantees under the New Zealand Consumer Law or other prescribed terms under legislation, to the extent permitted by law, our liability for breach is limited to the face value of the ticket purchased by you, plus any relevant booking and delivery fees.

To the extent permitted by law we exclude all liability for consequential loss, which includes any indirect loss, loss of profit, loss of data or loss of reputation.

Programme

The programme is confirmed at the date of publication. NZISM reserves the right to make changes to the programme as circumstances dictate. Every effort will be made to ensure a programme of equivalent standard.

Should the revised programme no longer meet the attendee's expectations or requirements and they choose to cancel their registration the above "Cancellation by you" clauses will apply.

Image release

In registering for NZISM events and conferences, delegates grant permission to NZISM, its agents and others working under its authority, to take and to have full and free use of video and photographs containing their image or likeness. It is understood these images may be used for promotional, news, online, research or educational purposes by and for NZISM.

Attendees agree that they are not entitled to remuneration, residuals, royalties, or any other payment from NZISM in respect of their image or likeness or its use. Attendees release, discharge, and hold harmless, NZISM and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video.

Should you not agree to the above image release, you must advise NZISM via email on events@nzism.org.

Intellectual property

Some speakers may agree to share their content or recordings (where available) with only those registered or with NZISM members. This content is not intended for wider distribution – sharing, broadcasting, or copying of this content is not permitted according to New Zealand's intellectual property laws. Please be respectful of these speakers' intellectual property so that we can continue to offer similar content in the future.

Expectations of attendees

Behaviour

You are expected to behave in a professional and appropriate manner when participating in an NZISM event or course. NZISM reserves the right to prohibit entry of any person to an NZISM event or eject any person from a course or event based on behaviour deemed inappropriate by NZISM staff or others working under our authority (such as branch committee members). You acknowledge that cameras, audio, and video recorders may not be permitted at certain venues or events and must not be used to record online courses without permission.

Canvassing

Canvassing is strictly prohibited at NZISM events and courses. Promotional materials may not be distributed at the venue or online classroom except by approved sponsors. If you violate this policy, you will be asked to leave. NZISM members may have their membership revoked for canvassing.

Health & Safety

You agree to comply with the required health and safety processes and protocols in place at the event or forum where it is conducted (where not conducted online). You must not attend in-person if you have symptoms of any infectious illness.